

APR 30 2012

**ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING; (Proposed) ORDER**

Facility Name: Bloomer Chocolate (WDID No. 2 011014629)
Facility Address: 1515 Pacific St. Union City, CA 94587

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (hereinafter "Acceptance and Waiver") to the San Francisco Bay Regional Water Quality Control Board ("Regional Water Board"), Bloomer Chocolate Co. (hereinafter "Permittee") hereby accepts the "Offer to Participate in the Regional Water Board's Expedited Payment Program for Annual Reporting Violations" (hereinafter "Conditional Offer") and waives the right to a hearing before the Regional Water Board to dispute the allegation of violation.

Bloomer Chocolate Co. agrees that the Enforcement Settlement Offer shall serve as a complaint pursuant to Article 2.5 of the California Water Code and that no separate complaint is required for the Regional Water Board to assert jurisdiction over the alleged violation through its Assistant Executive Officer. Bloomer Chocolate Co. agrees to perform the following:

- **Pay discretionary administrative civil liability** as authorized by California Water Code section 13385(c)(1), in the sum of **four thousand dollars (\$4,000)** (hereinafter "Expedited Payment Amount") by cashier's check or by certified check made payable to the "State Water Resources Control Board" for deposit into the State Water Pollution Cleanup and Abatement Account, which shall be deemed payment in full of any civil liability pursuant to California Water Code section 13385 that otherwise might be assessed for the violation described in the Enforcement Settlement Offer.

Bloomer Chocolate Co. understands that this Acceptance and Waiver waives the Permittee's right to contest the allegations in the Enforcement Settlement Offer and the civil liability amount for such a violation.

Bloomer Chocolate Co. understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in the Enforcement Settlement Offer.

Upon execution by Bloomer Chocolate Co., the Acceptance and Waiver shall be returned to the following:

**San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612
Attn: Laurie Taul**

Bloomer Chocolate Co. understands that federal regulations set forth at title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Regional Water Board to publish notice of and provide at least thirty (30) days for public comment on any proposed resolution of an enforcement action. Accordingly, this Acceptance and Waiver, prior to being formally endorsed by the Executive Officer of the Regional Water Board, will be published as required by law for public comment.

If no comments are received within the notice period that cause the Executive Officer of the Regional Water Board to reconsider the Expedited Payment Amount, the Executive Officer will formally endorse this Acceptance and Waiver. Resolution of this violation by the Regional Water Board will preclude Regional Water Board action for the alleged violation in the Enforcement Settlement Offer.

Bloomer Chocolate Co. understands that if significant comments are received in opposition to the Expedited Payment Amount, the offer on behalf of the Regional Water Board to resolve the violation set forth in the Enforcement Settlement Offer may be withdrawn by the Assistant Executive Officer. If the Regional Water Board's offer is withdrawn, the Permittee will be advised of that withdrawal, and the Permittee's waiver pursuant to the Acceptance and Waiver will also be treated as withdrawn. After the Regional Water Board's offer and the Permittee's waiver are deemed withdrawn, the unresolved violation will be addressed in a formal enforcement action. An administrative civil liability complaint may be issued and the matter may be set for a hearing before the Regional Water Board or the State Water Board. For such a liability hearing, the Permittee understands that this Acceptance and Waiver endorsed by the Permittee shall be treated as a settlement communication and shall not be used as evidence in that hearing.

Bloomer Chocolate Co. understands that once this Acceptance and Waiver is formally endorsed by the Executive Officer of the Regional Water Board, the full payment required by the deadline set forth below is a condition of this Acceptance and Waiver. The Permittee shall pay the Expedited Payment Amount by a cashier's check or certified check for the full amount made payable to the "State Water Resources Control Board" for deposit into the State Water Pollution Cleanup and Abatement Account. The payment will be submitted to the Regional Water Board's Expedited Payment Program, at the address listed above, within sixty (60) days of receiving an invoice from the Regional Water Board; the invoice will include a copy of "Acceptance and Waiver" formally endorsed by the Executive Officer of the Regional Water Board.

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

~~Bloomer Chocolate Co.~~ Blommer Chocolate Co.
(Permittee - make corrections as appropriate)

By: Miles P. Moore II
Signed Name

4-27-12
Date

Miles P. Moore II
Printed or typed name

EHS Mgr.
Title

IT IS SO ORDERED PURSUANT TO CALIFORNIA WATER CODE SECTION 13385

By: _____
Bruce H. Wolfe
Executive Officer

Date

California Regional Water Quality Control Board
San Francisco Bay Region